GENERAL TERMS AND CONDITIONS OF USE OF THE DELCAMPE WEBSITES CHARTER

(www.delcampe.net)

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1 Introduction

1.1 General

These general terms and conditions of use govern the relationship between:

- Delcampe International SRL and the users of Delcampe websites
- Users when they are using the website

They are intended to make the Delcampe website safe for all users.

1.1.1 Official time zone

Given that Delcampe is an international website, an official time zone must be selected and complied with. This time zone is UTC +/-0.

1.1.2 Calendar and duration

The standard calendar used for the website is the Gregorian calendar, except for certain transactional functionalities for which the banking calendar is used.

Therefore, when reference is made to a two-month period (for example), it can mean two calendar months (i.e. 62 days for July-August) or two bank months (60 days).

1.1.3 Official currency

Given that Delcampe is an international website, an official currency must be selected and complied with. The currency used is the euro (EUR or €).

However given that Delcampe is an international business, it is agreed that prices can be denominated in:

- American dollars (USD or $)
- British pounds (GBP or £)
- Swiss francs (CHF)
- Canadian dollars (CAD or $CAD)
- Australian dollars (AUD or $AU)

The currency used must be clearly indicated with the price.

1.2 Definitions

The following terms are used in these general terms and conditions and on the Delcampe website in general:

1.2.1 Delcampe International SRL

Delcampe Interantional is a single-owner limited liability company with its registered office located at Rue de la Filature 25, 1480 Tubize (Belgium). It is registered under company number 0875 177 055 and provides services via the Delcampe website.

1.2.2 Delcampe

The Internet site via which Delcampe International SRL provides services.

1.2.3 Mangopay

Mangopay is a limited company with its registered office located at Boulevard Royal, 59, L-2449 Luxembourg (Grand Duchy of Luxembourg). It is registered under company number B173459.

Mangopay provides payment services to members under the terms of its general terms and conditions.

1.2.4 Account

Also called user account or Delcampe account. Accounts are identified by the nickname selected by the member at registration time. They include all of the information provided by the member, the actions they carry out on the website, the website services they are authorised to access and the actions carried out by other members which involve them.

1.2.5 My Delcampe fees

This is an integral part of a member's account which provides them with information about their financial situation with respect to Delcampe and enables them to carry out transactions.

1.2.6 Delcampe Pay Account

An electronic payment account which can be activated by the member via their Delcampe account. It is managed by Mangopay on behalf of the member and used to carry out payment transactions for the services provided by Delcampe under the general terms and conditions set by Mangopay.

1.2.7 User

Any person who accesses Delcampe via the Internet, regardless if they are a member or not.

1.2.8 Member

Any natural person or legal entity registered with the website and able to provide identification via a nickname and a password.

1.2.9 Professional

A professional is any natural person or legal entity with a professional Delcampe account used for commercial purposes.

1.2.10 Seller

Any member selling one or more items on the website.

1.2.11 Bidder

Any member who submits one or more bids to buy on the website.

1.2.12 Lead bidder

Any bidder who, at a given time of a sale, is in the best position to be the final buyer.

1.2.13 Buyer

The bidder who has made the highest bid at the time the sale closes or who has purchased an item at the fixed sales price.

1.2.14 Auction house

A professional seller conducting auction sales using collection item catalogues. An auction house can publish its catalogues on the Delcampe website to collect bids via this channel, potentially in combination with other channels used to receive bids (telephone, email, public sales, sealed bids, etc.). The highest bidder must pay the auction house the item price and associated fees.

1.2.15 Delcampe Moderator (Modo)

Volunteer members authorised by Delcampe who have a mandate to moderate and manage a restricted, non-confidential area of the website in compliance with the rights and duties described in these general terms and conditions.

1.2.16 Action

Any activity with the potential to change the contents of the website (e.g.: selling an item, submitting a bid, questions and answers, feedbacks, participation in forums, etc.).

1.2.17 Selling

Action by which a member fills in a description form for an item and confirms that it is being sold.

1.2.18 Making a bid

Action by which a member proposes the price at which they agree to purchase an item.

1.2.19 Fixed-price sale

A type of sale in which any member submitting an offer immediately becomes the buyer of the item at the price requested with no possibility of another member making a higher bid.

1.2.20 Auction

A type of sale in which an item is put up for sale at a starting price set by the seller for a specific period of time. The buyer of the item will be the member who has made the highest bid on the date and time the sale ends.

1.2.21 Starting price

Minimum sales price for an item set by the seller. The bidding for the item will start at this price.

1.2.22 Effective selling price

Selling price, set based on the starting price and the bids made, at a given time during the sale.

1.2.23 Increment

Applicable for auctions. This is the amount by which the effective selling price of an item is increased by a higher bid.

1.2.24 Higher bid

Offer made by a bidder which results in an increase in the effective selling price of an item and potentially changes the lead bidder.

1.2.25 Item

An item put up for sale on the website for a specific period of time. Items are identified by an automatic reference number and are described with a title, at least one image and, potentially, a description and/or images. Only auction houses are not required to provide at least one image per item for an online catalogue.

1.2.26 Item presentation page

Website page with all of the information about an item (name, description, images, seller, terms and conditions of sale, etc.).

1.2.27 Member profile page

Page with all of the information about a member (nickname, location, registration date, feedbacks of previous transactions, etc.).

1.2.28 Unauthorised advertising

Any fragment of text, full text, advertising image or Internet link which has not received prior written authorisation from Delcampe for publication.

1.2.29 Delcampe websites

Delcampe website is available primarily via the following domain name: delcampe.net

Delcampe owns other domain names which may be used at Delcampe’s sole discretion, notably:
delcampe.at
delcampe.be
delcampe.ca
delcampe.ch
delcampe.co.uk
delcampe.com
delcampe.com.au

delcampe.de
delcampe.es
delcampe.fr
delcampe.it
delcampe.nl

This is not an exhaustive list.

2 Guarantees, compensation and rates

2.1 Service guarantee

Given that Delcampe can be impacted by various Internet-related problems, it cannot be held liable for any potential system failures of any type whatsoever resulting in an inconvenience for users.

Delcampe cannot be held liable for any service interruptions and their consequences during repairs, maintenance or updating of the website by Delcampe or by one of its suppliers, including Mangopay.

Delcampe reserves the right to delay the closing date of sales and to decide on any action which it deems to be fair and necessary in the event that it is difficult or impossible to access one or more of its services. Regardless if these issues are occasional or ongoing, and regardless of their duration and conditions.

Delcampe reserves the right to correct erroneous data resulting from a material, software or human failure. In this case, it will inform the users affected as soon as possible.

The services provided by Delcampe can be modified, completed, simplified, deactivated or eliminated both in terms of the website's functionalities and their nature and format, in line with the conditions stipulated in point 17.

2.2 Compensation

Given that Delcampe is neither a buyer nor a seller, it will not provide compensation in the event of:

- Non-payment
- Amounts paid in error
- Loss of revenue resulting from a payment
- Items damaged, lost or stolen during a transaction
- Misleading adverts
- Any other breach of these general terms and conditions, of the law in effect in the Belgium or of applicable international laws

Given that Delcampe is a service provider, it will not provide any compensation:

- If one or more of its services is difficult or impossible to access
- In the event of a material, software or human failure
- For the fair and necessary correction of erroneous data
- For modifications to one or more of its services

Members agree to compensate Delcampe, including lawyer's fees, in the event that legal action is taken against it by a third party as a result of a violation by the member of these general terms and conditions, of the rights of the third party or of the law.

2.3 Rates

2.3.1 General website use

Registration, participation in auctions and buying are free services provided on the Delcampe website.

Delcampe reserves the right to waive this rule for buying under certain circumstances. Sellers who obtain a waiver are required to provide an exact description of the fees claimed in the item's label. Note that this waiver is granted to all auction houses as part of the collection of bids made via the publication of a catalogue of collection items sold by auction on the Delcampe website. As stipulated in point 1.2.14, the highest bidder must pay the item price and associated fees to the auction house.

Note also that in the case of a transaction in which the buyer and seller use different currencies, exchange fees may be applied, including for the buyer. These fees are available https://www.delcampe.net/en_GB/rates.html

In addition, when a European consumer makes a purchase from a professional seller located outside of the EU, import taxes and administrative fees may be applied. These fees are available in the rates section: https://www.delcampe.net/en_GB/rates.html

What's more, when a consumer in the United Kingdom makes a purchase from a professional seller located outside of the UK, import taxes and administrative fees may also apply. These fees are available in the rates section: https://www.delcampe.net/en_GB/rates.html

2.3.2 Commissions

2.3.2.1 Delcampe

Sellers who complete a transaction via the Delcampe website must pay a commission. The commission amounts are available in the rates section:
https://www.delcampe.net/en_GB/rates.html

Commissions are payable each month for transactions completed during the previous month.

Note that transactions which have not been finalised can be reported as such with Delcampe approval to ensure that commission isn't charged to the transaction. The declaration must be made within two months and is subject to Delcampe approval. The latter reserves the right to refuse if the general terms and conditions of its websites have not been complied with.

2.3.2.2 Delcampe Pay Account

Sellers who carry out a transaction via their Delcampe Pay Account must pay Delcampe a commission. The commission amounts are available in the rates section: https://www.delcampe.net/en_GB/rates.html. Mangopay will deduct the commission in accordance with the procedure defined in its general terms and conditions.

2.3.3 Sale options

Sellers can select sales options at any time, except for items in sensitive categories. Some of the services are paying. Cost details can be found in the rates section.

2.3.4 Membership

Members can take out a membership under certain circumstances which will provide them with access to additional services and guarantees.

A description of the content and cost of the membership, referred to as Club+, is available in the rates section.

2.3.5 Administrative fees

Members may be charged administrative fees in the event that their actions on the site result in unexpected expenses which are not included in the standard service provided by Delcampe.

They include:

- Incomplete or missing information with a payment sent to Delcampe
- Insufficient funds when a payment is made
- Request for reimbursement of a Delcampe account credit
- Request for a special letter (certification, etc.)
- Management of import VAT
- Dormant account fees (only for Delcampe accounts closed for more than two years with a positive balance)

A description of common administrative fees is available in the rates section.

The amounts of administrative fees which are not listed in the rates section are reasonable and at the discretion of Delcampe which will notify the member prior to executing the service.

2.3.6 Balance of Delcampe fees

Members agree to transfer funds to their Delcampe account as soon as it reaches a debit balance of 5.00 EUR/USD/GBP/CHF/CAD/AUD or more. Payment methods specific to each member's country of residence are listed in the "Credit my account" section.

In the event of non-payment within 15 days, the amounts due will be charged late-payment interest at the legal rate. A penalty of 15% will be added, with a minimum amount of €40.00 (or the equivalent in USD/GBP/CHF/CAD/AUD), to which reminder fees and, if applicable, address search fees will also be added.
In the event of non-payment of the fees due to Delcampe for over 42 days, the account will be suspended automatically until payment is made. Payment must be made within 18 days at most, subject to the automatic closing of the account. All amounts remain due, even when the account has been suspended or closed.

3 The Delcampe account

3.1 Opening an account

Opening a Delcampe account is free on acceptance of these general terms and conditions.

Opening an account automatically entails registration for the services offered by Delcampe.

Only one account is allowed per natural person or legal entity, unless otherwise expressly approved by Delcampe in writing.

Users must fill in the registration form on the website to request a new account. Users agree to provide exact, truthful and complete information at the time of registration. They also agree to inform Delcampe of any changes in their personal and contact information (address, email address, telephone number, etc.). If any of the information is false, incomplete, obsolete, eccentric or abusive, Delcampe reserves the right to take action against the member as provided for in these general terms and conditions.

When all registration formalities are complete, the member will be provided with a personal account accessible anonymously via the nickname and password they select. All of the member's activities are carried out via their account.

At registration time, users will be asked if they want to receive the newsletter via the website. Newsletters contain important information required to ensure correct use of the Delcampe website. However, in order to ensure member privacy, they will only be sent if the member has given their prior approval. Otherwise, they acknowledge that they will be depriving themselves of an important source of information. Once registered, members can change their selection at any time using their account parameters.

3.2 Choosing a nickname

Members are free to choose their nickname for the website, but they must meet the following conditions:

- Nicknames cannot be misleading, impersonating or abusive
- They cannot refer to any symbols which incite violence, discrimination or racial hatred or which refer to people or events related to acts of war, terrorism, etc.
- They cannot include hypertext links, whether active or not, telephone numbers, mailing addresses or email addresses
- The cannot intrude on the privacy or integrity of living persons
- They cannot, under any circumstances, refer to the Delcampe website or any other company or registered trademark which the member does not hold the rights to

3.3 Importing/exporting account data

All Delcampe members begin their activities on the site with a clean account, with no history. It they have an account on another sales site, they cannot use the information (feedbacks, sales, purchases, etc.) and transfer it to the Delcampe website.

Likewise, Delcampe members must keep all sales, purchases and feedbacks on the website. Members are strictly forbidden from exporting their data outside of the website to create or modify a profile on an external site. The data belong to Delcampe and are only visible on the Delcampe website by its users.

In addition, it is impossible to transfer data (sales, purchases, feedbacks, etc.) from one Delcampe account to another Delcampe account.

3.4 Account use

The Delcampe account is used for all member activities on the website. It must, therefore be used appropriately and reasonably.

Members will be responsible for all transactions which they, or others, carry out from their account.

Members are also responsible for ensuring the confidentiality of their identifiers, nickname and password. Access information is non-transferable.

Members are not entitled to share their access information or allow anyone else to use it. Members agree to ensure the confidentiality of their access information to prevent pirating and distribution to unauthorised persons. They must protect their identifiers, nickname and password and change the latter on a regular basis. Members must also ensure that their Internet service provider (ISP) will maintain their identification data secure and confidential.

Members agree to immediately report any unauthorised access to Delcampe via the contact form at https://www.delcampe.net/en_GB/contact or to Customer Service by telephone.

Any use of an account other than by its owner or an authorised user is considered a serious violation of the privacy of the account owner and entitles Delcampe to take measures against the unauthorised user as provided for in these general terms and conditions.

Members who lose their codes must request new ones from Delcampe.

3.5 Termination, suspension and closing of the Delcampe account

A member account can be terminated:

- At the account owner's request via https://www.delcampe.net/en_GB/my-account/close/self? All outstanding account fees must be paid by the member (there can be no outstanding balance owed to Delcampe)
    - All sales and purchases in which the member is involved must be closed out and all related transactions must be finalised
- Member accounts can be suspended or closed at Delcampe's request under the following conditions.

Delcampe reserves the right to end part or all of a member's account access rights or remove them in the event of non-compliance with the general terms and conditions of use or when of the following situations occurs:

- Member disability or death
- No response given to Delcampe letters after two reminders
- Extended member absence, if they have not connected to the website for two months or more
- Incorrect or incomplete account information
- Unreasonable sales or purchase offers
- An excessive percentage of negative feedbacks

- Unacceptable behaviour
- There is an outstanding balance despite payment reminders from Delcampe,
    - for over two weeks (services may be restricted).
    - for more than 42 days (automatic suspension).
    - for more than two banking months, i.e. 60 days (automatic account closure).
- And, generally, non-compliance by the member with these general terms and conditions

Delcampe will inform the member of the account termination, suspension or closing by email.

Delcampe cannot not be held liable for any loss of data resulting from the termination, suspension or closing of an account under any circumstances.

Members whose account has been suspended or closed may not register again without the prior written approval of Delcampe. Delcampe reserves the right to take legal action in the event of non-compliance with this clause.

3.6 Delcampe professional account

Any natural person or legal entity can request the opening of a professional account to carry out their commercial activities via the online intermediation services offered by Delcampe. These terms and conditions are applicable to this type of account. Some procedures specific to this type of account are described in the following points.

3.6.1 Opening a professional account

In addition to the items defined in point 3.1, the opening of a professional account is contingent on the validation of a number of items by the Customer Service Department (for example, company number, VAT number, status, VAT liability, etc.). The account is only activated once all of the items have been validated.

3.6.2 Contractual relationship

Once the professional account is activated, the professional member and Delcampe enter into a contractual relationship governed by these terms and conditions.

3.6.2.1 Contract start, duration and termination

The contract starts on the activation date of the member's professional account for an indefinite period of time. It can be terminated by either party subject to compliance with the procedures defined in point 3.5 and detailed or amended hereafter in point 3.6.2.2.

3.6.2.2 Restriction, suspension and closing of the Delcampe professional account

Professional members can close their account at any time in accordance with the procedures set out in point 3.5.

When a professional account is restricted or suspended, Delcampe will notify the member of the reasons it took this action via email, at the latest by the time it takes effect.

When Delcampe decides to close a professional account, it will notify the member of its decision and of its reasons at least 30 days prior to the effective date, except in the event

of repeated violations of these terms and conditions or of any other event described in Article 4 para 4 of Regulation (EU) 2019/1150 of 20 June 2019.

In the event of the restriction, suspension or closing of the account, Delcampe will provide the professional member with the opportunity to clarify the facts and circumstances as part of the internal dispute handling process. When Delcampe revokes the restriction, suspension or closing, it will reactivate the professional member in a timely fashion, and give them renewed access to personal data and/or other data resulting from the use of Delcampe services by the member before the restriction, suspension or termination took effect.

3.6.2.3 Benefits of professional accounts and differences in treatment

- Professional accounts have telephone access to customer service.
- They benefit from advantageous pricing
- They have free Club+ Gold membership for a year after their creation.
- Differences in treatment can be applied based on the annual revenue earned via the website, the seniority of the account, the number and level of ratings and commercial partnerships. The differences in treatment can apply to the service level (customer service, commercial service) or the provision of an account manager (advertising, auction house catalogues).

3.6.2.4 Additional distribution channels and membership programmes

Delcampe can list the items sold on its website with other web companies such as Google (search engine, Google Ads, Google Shopping), Microsoft (Bing Ads) and Verbolia (Delcampe Corner) to promote the Delcampe website and the items sold on it.

Delcampe reserves the right to modify, suspend or terminate all or some of these channels and programmes.

3.6.2.5 Main categorisation parameters and their relative importance

There are several free and paid promotional options available to sellers. This article lists them and describes the elements taken into account to highlight items.

3.6.2.5.1 Our featured sales

Paid promotional option on the homepage. Items are randomly displayed among those up for sale with the “Your item on the homepage” option for categories which are freely accessible to the general public on the marketplace. The date on which the sale ends is also taken into account.

3.6.2.5.2 Sought after items on the homepage

Random selection of items whose sale by auction will end after a set period of time among items with the largest number of bids.

3.6.2.5.3 Top stores

The store Top 100 is calculated each week for the website’s main categories. The criteria considered are: subscription to Club+ Gold, activation of the “Top Stores” option, a minimum level of feedbacl, a minimum percentage of feedback and the turnover over a period of 30 days.

3.6.2.5.4 Highlighting your item

Random selection of items among those with the paid “Your item highlighted” or “Your item on the homepage” option and whose sale is active.

3.6.2.5.5 Category sponsoring

Random selection among active adverts for the category selected or one of its parent categories.

3.6.2.5.6 Suggested items

Items or sellers can be highlighted randomly in different areas of the website based on special algorithms for categories authorised for promotion. The criteria used can include: the number of ongoing bids, the number of items being watched, the date on which the sale ends, the minimum price, the listing in a specific category, the search keywords used by the user for items other than the ones they put up for sale themselves.

3.6.2.6 Delcampe API

After their file is accepted, Delcampe provides certain users, at their request, with a tool to synchronise their sales with an API-type external website. Delcampe can remove or modify all or part of the tool at any time. Users will always be given advance notice of any major changes to the API service, at least 30 days before the effective date.

3.6.2.7 Invoicing rules

In accordance with Directive 2017/2455 (EU) amending Directive 2006/112/EC, Article 219a section 2 para a), invoices created for professionals must follow the rules applicable in Belgium.

3.6.2.8 Corporate identity

Professional members can use their corporate identity on the website in the following:
- their Delcampe nickname, as long as it is available.
- the image or logo of their Delcampe store (https://www.delcampe.net/[language]/collections/store/[nickname]).

However, they are not authorised to mention a sales website external to Delcampe related to their commercial activity, in any way whatsoever (terms and conditions of sale, store description, item description, logo, QR code, etc.) or any in form whatsoever (hyperlink, link, text or visual format, whether abbreviated or not). Logos which include the corporate identity of the professional member in the form of an abbreviated Internet link (e.g. “mystore.com”) are not authorised.

3.6.2.9 Use and sharing of customer data

Professional members must handle the personal data to which they have access when using the services offered by Delcampe in accordance with our General Terms and Conditions, the regulations in effect applicable to the processing of personal data and respect for privacy and, in particular, with Regulation (EU) 2016/679 (GTCU 14).
They are forbidden from collecting and using the personal data on the website for promotional purposes (e.g. feedback comments), and from selling them to third parties without obtaining the prior express consent of the persons in question. Given that

professional members are not responsible for processing the personal data of Delcampe website users, they cannot request their consent.
All requests to use personal data which are not strictly required to provide the services offered by Delcampe can be made using the contact form (https://www.delcampe.net/en_GB/contact). Delcampe will review the admissibility of the request and, if applicable, the conditions required to provide compliant access.

This is valid for the entire duration of the agreement and continues beyond its termination.

3.6.2.10 Reasons for restrictions on the offer for different conditions via other means

As stated in point 5.2, the seller agrees “Not to sell items simultaneously on Delcampe and via other sales channels regardless if they are virtual (other Internet sites) or not (classified adverts, shows, etc.) with the exception of sellers using a Delcampe API solution or who have a special agreement with Delcampe”. The reason for this restriction is that selling on Delcampe is free, with the exception of options. Using Delcampe's platform and services to promote the same items at the same price or for less via another sales channel would negatively impact the financial viability of the website and could mislead buyers with respect to the availability of items.

3.6.2.11 Use of the VAT identification number for the IOSS

When a sale involves VAT on import collected directly by Delcampe, the latter will provide the seller with a VAT identification number for IOSS purposes.

In accordance with the “Explanatory Notes on VAT e-commerce rules Council Directive (EU) 2017/2455, Council Directive (EU) 2019/1995, Council Implementing Regulation (EU) 2019/2026”, the seller must use the identification number on the customs declaration form for the transaction in question.

Any abusive use of a VAT identification number for IOSS purposes will be sanctioned by closure of the account of the offending seller.

4 Delcampe Pay Account

4.1 Activation of the Delcampe Pay Account

Members can activate a Delcampe Pay Account directly accessible via their Delcampe account under the general terms and conditions set by Mangopay.

Delcampe Pay Account activation is done online from the Delcampe website via the member's account and after accepting Mangopay's general terms and conditions.

4.2 Collection of personal member data

Delcampe can collect the personal data of members on behalf of Mangopay, in accordance with Article 14.1 of these general terms and conditions, when they activate their Delcampe Pay Account.

In addition to information about the member's bank account opened under Mangopay's general terms and conditions, Delcampe will also collect the following information and documents:

If the member is a natural person:

- Last name and first name
- Address
- Date of birth
- Nationality
- Email address
- A copy of a current official identity document (for example, the document may be a copy of the member's ID card, their driving licence or their passport)
- An original or a copy of an excerpt of the official register less than three (3) months old as of the registration date showing that the member is registered with the Banque Carrefour des Entreprises (Central Enterprise Databank) or any other institution with which the member is required to register, if applicable.

If the member is a legal entity:

- Company name
- Legal form
- Capital
- Address of the registered office
- Corporate purpose
- The identity of the shareholders, executives and a list of assignees
- A registration certificate less than three (3) months old on the registration date
- A copy of the articles of association
- An original or a copy of the official registry less than three (3) months old as of the registration date certifying the name, legal form, registered office address and the identity of the shareholders and executives listed in paragraphs 1° and 2° of Article R-123-54 of the French Commercial Code or their legal equivalent in other countries
- A certified copy of the articles of association and of any decisions appointing legal representatives
- A copy of the current ID card or passport of the legal representatives of the company and, if applicable, of their assignees.

Members should be aware that Mangopay may request additional information about the member, their assignees or specific payment transactions.

4.3 Delcampe Pay Account activation notification

Delcampe will notify the member by email when activation of their Delcampe Pay Account has been accepted or rejected by Mangopay.

4.4 Rejected activation, termination, suspension, closing or maintenance of the Delcampe Pay Account

Delcampe cannot be held liable if Delcampe Pay Account activation is rejected or the account is suspended, terminated, closed or undergoes maintenance, or for any of the consequences of these events including loss of data associated with the account.

To close their Delcampe Pay Account, members must follow the procedure described in Mangopay's general terms and conditions.

4.5 Challenges

4.5.1 Challenging a Delcampe Pay Account transaction

All member challenges regarding a payment transaction executed by Mangopay must be reported to Delcampe via the contact form available at https://www.delcampe.net/en_GB/contact .

However, in the event the member wishes to oppose a payment transaction which they did not authorise, they must contact Delcampe Customer Service via the Delcampe contact form as soon as possible after learning of the transaction and, at the latest, within sixty (60) days of the recording of the transaction in the account.

Should the member fail to comply with the procedures described above, Delcampe cannot be held liable for the non-reporting of the challenge to Mangopay.

Any unjustified challenges may lead to fees for the member, in accordance with Mangopay's general terms and conditions.

4.5.2 Other challenges related to the Delcampe Pay Account

All other challenges other than those covered in the above point must be reported to Delcampe via the Delcampe contact form.

Members must also comply with the procedures described in Mangopay's general terms and conditions.

4.6 Delcampe limitation of liability

Without prejudice to Article 4.4, and unless these general terms and conditions expressly state otherwise, Delcampe will not become involved in any way in the contractual relations between members and Mangopay.

Delcampe cannot be held liable for Mangopay's non-compliance with its obligations to members.

In addition, Delcampe cannot be held liable for any transactions which are unauthorised or incorrectly executed by Mangopay and/or by the credit institutions responsible for protecting the funds collected by Mangopay on behalf of members under Mangopay's general terms and conditions.

4.7 Delcampe Pay Account right of withdrawal

Members who are not acting within the scope of their business have fourteen days (14) as of their registration as a member to exercise their right of withdrawal.

In the event that the member wishes to exercise this right, they must notify Customer Service via the contact form at https://www.delcampe.net/en_GB/contact within the above-mentioned fourteen (14) day period and send a registered confirmation with return receipt to the following address:

Delcampe International SRL
Rue de la Filature, 25
1480 Tubize
Belgium

5 Selling on Delcampe

5.1 Authorised, forbidden and questionable items

Delcampe contributes to the efforts of the competent authorities to fight against the sale of illegal items. As a result, Delcampe will cooperate with the police in all investigations into the activities of users who attempt to sell these types of items on the website.

Delcampe encourages members who identify illegal items for sale on the site to contact it and, potentially, the police. Delcampe will provide the information required for verification to the police at their written request.

The one-time or repeated sale of non-compliant items by a member will entitle Delcampe to take action against the member as provided for in these general terms and conditions.

5.1.1 Authorised items:

All items must belong to at least one of the website categories. They must be generally accepted as being collectible or as having a direct link to the field (books, catalogues, storage equipment, etc.).

5.1.2 Forbidden items:

It is forbidden to sell products whose offer, acquisition, supply or use may contravene the law or violate public decency. It is particularly forbidden to sell the following products on Delcampe (non-exhaustive list):

- Stolen items and products

- Drugs, medicines and related items: narcotics, steroids, pharmaceutical and parapharmaceutical products and other regulated substances. By extension, any items associated with the use of these substances are also forbidden. However, smoking-related collection items are not included in this prohibition (examples: pipes, lighters, etc.)

- Items and products which violate copyrights, patents, brands, corporate secrets or other protection rights, personality rights or the protection rights of third-party data (in particular pirated products including copies, counterfeits, and softwares on CD-R). This restriction applies to all Kenzo, Guerlain, Givenchy and Dior branded items: perfumes, cards, samples, empty and full bottles, pins and accessories.

- Animals and any living beings or any part of their body. Animal-based products or preparations (taxidermy, butterflies, insects, ivory, tortoise shell, etc.), protected plants and derived products

  Products and offers with sexual or pornographic, perverse, sadomasochistic (SM), zoophiliac or paedophilic content. However, erotic items such as postcards, photos, films, books and magazines from before 1960 are allowed as long as the person depicted is not and does not appear to be a minor, intimate areas are fully hidden, the items are added to a category strictly reserved for adults over 18 (“Erotic items (...-1960)”, “Adult nudes”) and their titles are not suggestive. Close-ups are forbidden. An exception is also made for artistic nudes in the form of photographs and postcards, even from after 1960, as long as the person depicted is not and does

not appear to be a minor, intimate areas are fully hidden, the items are added to a category strictly reserved for adults over 18 (“Artistic nudes (1960-...)”) and their titles are not suggestive. “Artistic nudes” are images in which the human body is elevated to the level of pure artistic expression, is not placed in a vulgar position, and the facial expression is not teasing. The title of an artistic nude must follow the template below as closely as possible: “Title of the work - male/female/male and female nude – colour/black and white – format – print type – year - name of the photographer”, for example, “Camelia Female nude BW silver print 40x60cm n°123/200 Jane Doe 2018”.

Examples of forbidden items (non-exhaustive list):

- Pornography, regardless of media (CD, DVD, video, book, poster, etc.)
- Images of naked children
- Sexual toys and accessories (blow-up dolls, vibrators, dildos, ben wa balls, etc.)
- SM accessories (handcuffs, whips, chains, pliers, etc.)
- Intimate jewellery
- Sexual pheromones
- Used undergarments
- Offers related to sex, prostitution, telephone sex, cybersex, etc.

- Violence: Items and images showing pain, violence, mutilation or executions. The violent and/or shocking nature of these items or images will be at Delcampe’s discretion. It can demand the withdrawal of a sale from the website without further explanation. A decision may result from a complaint by a member or be initiated by Delcampe. Examples: photos showing certain practices which can offend people with different habits and customs.

- Militaria: Civilian and military items which incite hatred, violence, xenophobia and racial intolerance or promote organisations that do so (Nazi era items, those from extremist groups like the Ku Klux Klan or related to major criminals, etc.).

The special case of Nazi-related items:

- Military, civilian or political items: uniforms and sections of uniforms, armbands, headdresses, helmets, daggers, weapons, decorations, medals, insignia, flags and pennants are forbidden
- Propaganda books are forbidden
- Stamps and official coins are authorised as long as they do not include any ideological, xenophobic or racist messages
- Postcards and photos are authorised as long as they do not include any ideological, xenophobic or racist messages and all symbols are hidden

Reproductions and re-manufactured items are not authorised.

The decision to withdraw an item cannot be appealed and can result from a complaint submitted by individuals or non-profits. The Belgian laws of 30 July 1981 and of 23 March1995, against, respectively, racism and Holocaust denial, are applicable under these general terms and conditions.

- Firearms, firearm parts and ammunition (important note: the seller must always check and comply with the laws in effect before selling a weapon, a weapon part or ammunition):

  - Firearms (except legal provisions to the contrary): firearms and parts manufactured prior to 1870 are allowed. Weapons after that date are allowed if they have been neutralised. Neutralisation must be proven for the sale via a photo, the neutralisation certificate (for example, a test bench certificate), or if unavailable, via the neutralisation punch, or if none, the precise location of the effective neutralisation (hammer, cylinder, barrel, breech, etc.). Ammunition is authorised if it has been neutralised by drilling the casing. A photo clearly showing where the casing is drilled must be included for the sale
  - Bladed weapons are allowed as long as they comply with the legislation in effect
  - Melee weapons (brass knuckles, etc.), explosives, incapacitating aerosol agents, radioactive materials, poisons and fireworks of all types are forbidden

- Uniforms, decorations and insignia: The sale of these items is subject to the regulations in effect due to the risk of misuse. The sale of current uniforms and parts of uniforms is forbidden as is the sale of copies

- Legal and contractual documents in effect at the time of sale are forbidden, including:

- Official documents issued by a government, including identification papers, documents containing personal information (e.g. birth certificates). However, certain historical documents will be allowed. The Delcampe teams will determine what is allowable based on the legislation in effect

- Cultural items of national treasure quality or whose removal from a country requires special authorisation are forbidden

- Payment cards are forbidden. Only bank cards which expired at least 10 years earlier are allowed.

- Services and content offers (address lists, etc.) are forbidden

- Items which violate a law, decree, order or any other type of regulation are forbidden. This is also applicable to items which would involve Delcampe in breaking a law, a decree, an order or any other type of regulation

- Real estate is forbidden

- Intangible assets (services and rights, including licences and patents, as well as virtual money) are forbidden

- Philately: fake stamps made after 1945 with a printer, photocopier or other modern printing method are forbidden

- Numismatics: fake coins made after 1945 are forbidden

- Adverts for items for sale on Delcampe or elsewhere are forbidden

- Surprise lots whose content is unknown are not allowed. An exception can be made for lots with more than 100 items or sold by weight. This type of lot is regulated under the paragraph “Questionable items”

This list is not exhaustive and does not include all items which cannot be sold as a result of the laws in effect in Belgium and in international law.

Delcampe reserves the right to remove, without prior notification, any announcements which go against the law, public order, public decency, the image of the website or the expectations of visitors to the site even if the rule justifying the withdrawal is not expressly stated on the website or in these general terms and conditions. Delcampe also reserves the right to withdraw any announcements which may result in disputes between users. The decision, which is without appeal, may be the result of complaints from individuals or non-profits or at the initiative of Delcampe.

5.1.3 Questionable items:

- Items and pictures subject to copyrights, patents, trademarks, trade secrets or any other property rights as well as to the image or privacy rights of a third party. It is therefore advisable to be cautious. The sale of these items may be subject to regulations in effect.

- In the case of family trees, the names of persons still living must be hidden.

- Alcohol: The sale of alcohol and spirits may be prohibited by the regulations in effect. Note that sales cannot be made to under-age buyers, and that beverages with an alcohol content greater than 45% may not be sold.

- Fakes, copies and reproductions. Delcampe forbids the sale of these items. However, an exception is made for fake stamps, coins and postcards which can be collected. The sale of these items is acceptable as long as the seller fully spells out the nature of the item in capital letters in the item title and description. An abbreviation is not sufficient. The term used must be selected from the following list based on the type of item:

FRENCH	ENGLISH	DUTCH	GERMAN	SPANISH	ITALIAN
REPRODUCTION	REPRODUCTION	REPRODUCTIE	REPRODUKTION	REPRODUCCION	RIPRODUZIONE
FAUX	FORGERY	VERVALSING	FÄLSCHUNG	FALSO	FALSO
COPIE	COPY	KOPIE	KOPIE	COPIA	COPIA

Fake stamps and coins made after 1945 are not allowed.

In any event, sellers offering a copy of an item will be held solely responsible for any violations of Belgian, European or international copyright and intellectual property laws.

- Fantasy labels (also known as Cinderellas): labels infringing the rights of third parties are prohibited on Delcampe (illegal use of logos, country names, photographs, illustrations, etc.). Other labels are tolerated as long as the seller clearly adds the word "LABEL" in capital letters at the beginning of the title. Sellers must also place their sale in the category “Stamps > Topics > Fantasy labels”.

  The following are forbidden:
  - Labels with logos, illustrations or photos belonging to third parties who have not given their approval for their use

  - Labels apparently issued illegally by an existing territory (country or region), whether or not it issues postage stamps

- The use of unrelated photos for illustration purposes only is forbidden

- The sale or purchase of equipment designed to create fakes, copies or reproductions is not allowed on Delcampe

- Archaeological items, fossils and minerals: some of these items may be considered “cultural items” as meant in the regulations in effect. It is therefore advisable to comply with the regulations

- “Surprise” lots whose content is unknown, with more than 100 items or sold by weight. This is the case for stamps, coins and postcards, etc. sold by the kilo or in large quantities. To ensure that buyers are not misled, sellers must provide as many details as possible about the content of the lot, its condition, the number of duplicates, the approximate value, actual photos of items, etc.

5.2 Seller ethics

Sellers agree:

- To assume full liability for the sale of their items

- To only sell items on the website which are in their possession, which they own or for which they hold a proxy from the actual owner. They must be able to deliver the item to the potential buyer immediately

- To only sell items in good condition and free of defects. Otherwise, the seller is required to adjust the price and description of the item to match its real condition. They must also indicate any flaws in the item description which must be as precise as possible

- Not to sell items simultaneously on Delcampe and on other auction websites, regardless if they are virtual (other Internet sites) or not (classified adverts, shows, etc.) with the exception of sellers using a Delcampe API solution or who have a specific agreement with Delcampe. Likewise, sellers agree not to sell an item multiple times on Delcampe, even in different categories

- To list each item in the most appropriate category and no other categories. However, sellers are entitled to move an item to a more appropriate and suitable category if it isn’t selling. If there is no relevant subcategory, the item must be placed in the “No classification” section of the most relevant category. Delcampe reserves the right to move or close a sale without notice, potentially via a moderator, if the item is not listed in the inappropriate category

- To ensure that their use of the key-word search engine is reasonable. They therefore agree not to add foreign keywords to the item title or description

- Not to publish purchase or exchange offers or promotional messages given that the system is reserved for sales offers (see 8.3.3). They also agree not to contact other members to propose purchases or sales via or bypassing Delcampe (see 8.2.1)

- Not to distort supply and demand by entering artificial bids solely intended to increase the price of an item being sold

- Not to add the amount of fees paid to Delcampe to the sales amount. The price the buyer pays for an item is the final price of sale with, in addition, potential delivery and/or handling charges, if the charges are clearly indicated on the item presentation page as being at the buyer's expense. Potential handling charges must be fixed and cannot depend on the number of items sold. Otherwise, the seller cannot demand their payment. Delivery and handling fees must be reasonable and in line with market prices. The fees can never be used to significantly reduce the selling price of the item to decrease the commission percentage due to Delcampe. With respect to catalogue sales organised by an auction house, the highest bidder must pay the item price and associated fees to the auction house, as stipulated in point 1.2.14.

- Do not charge any payment fees to the buyer, in accordance with the application of the European Directive PSD II (2015/2366). However, the seller retains the right to offer a discount for certain payment methods.

- To send the item sold by the deadline specified in point 5.5.2, after receipt of payment, unless expressly agreed otherwise by the parties. Sellers must ensure that the packaging used will prevent any damage to the items during shipping

- To make the item sold available to the buyer for minimum period of seven days as of the end of bidding. In the event that the buyer does not respond within that time frame, the seller will be entitled to request cancellation of the sale and be free to dispose of the item at their discretion

- To pay all taxes due and comply with the tax provisions in force

- To comply with all obligations incumbent on sellers according to Belgian and European law, notably in terms of guarantees for hidden defects

- To provide as much information as possible about the official nature of the items put up for sale, if applicable

- To refund the buyer if they can prove that the item bought is a forgery, a copy or a reproduction and the seller didn't mention this in the item description

Sellers who do not comply with these general terms and conditions will be liable for the penalties described herein.

5.3 When an item is put up for sale

5.3.1 Definition

When a members puts up an item for sale, they are proposing a sales contract. When a bidder or buyer identifies themselves, the seller is required to honour the contract and sell the item under the general terms and conditions in place.

5.3.2 Legal guarantee

When a seller puts an item up for sale, they are certifying to the buyer that they are the owner and legal holder of the products proposed for sale and that they are authorised to sell or transfer them.

5.3.3 Title

The title must be clear, concise and reasonable. It must provide an accurate description of the item in a few words and be written to enable effective use of the search engine.

Generic, non-descriptive phrases used alone as a title are not permitted (example: “postage stamp”, “postcard”, “poster”, “place”, “subject”, “see scan”, etc.). When these words are used, they must always be followed by a description.

The tone and contents of the title must be sober. Unjustified emphatic expressions (“unique”, “rare”, etc.) are prohibited. Repeated punctuation marks, dashes etc. to attract attention are not allowed.

A personal information about the seller’s management (reference or other) can be inserted in the title as long as the length of the information does not exceed 20 characters. The length can exceed this limit if, and only if, it is useful to the buyer (search help, etc.). While not required, the personal information should preferably be added at the end of the title.

Titles cannot be direct or indirect advertising for a third destination.

With respect to point 5.1.2, it is strictly forbidden to refer in a title to nudity or any sexual connotation concerning a minor or someone who could be a minor.

5.3.4 Description

The description must be as complete, clear and precise as possible. The actual condition of the item and its characteristics must be described in detail (see 8.3.3). Images are not allowed in the description field. The “Add an image” function, not the description field, must be used to illustrate an item with an image.

With respect to point 5.1.2, it is strictly forbidden to refer in a description to nudity or any sexual connotation concerning a minor or someone who could be a minor.

5.3.5 Image(s)

All items put up for sale must be illustrated with at least one image, with the exception of items put online by an auction house in a catalogue.

Images enabling a true visual assessment of the item can be included on a neutral or uniform colour background. They must enable potential buyers to assess the quality of the item.

They must show the complete item only, without modifications, or anything removed or added. Additional, detailed images of a section of the item can also be included.

Images which are not directly related to the item, notably those intended to draw attention to the item via third-party images, are forbidden. Likewise, it is forbidden to embed advertising images or Internet addresses in the image or to frame them in colour using graphics software. Discreet watermark text is allowed as long as it does not interfere with assessing the nature and quality of the item.

It is forbidden to copy images on the Delcampe website, another website or the sales of other members to use them for sales on the website or on another site.

Images must show the actual item for sale.

If an image is incomplete, it is highly recommended that comments about it be added to the item description. A partial image or one that hides the actual characteristics or condition of the item can be considered a misleading description for which the seller will be liable.

Members are responsible for all photos, images and illustrations they publish on the website. They must comply with all legislation in effect with respect to image rights and copyright.

Members agree that Delcampe may use the images provided for the website for any purpose Delcampe may deem necessary. The images will never be misappropriated or used in a way that causes prejudice.

5.3.6 Category

Items may only be put up for sale in a single category. However, sellers are entitled to move an item to a more appropriate category if it isn't selling.

Items must be listed for sale in a suitable category.

Delcampe reserves the right to close a sale if it is improperly positioned, potentially via one of its accredited moderators.

5.3.7 Price

Sellers agree to ask reasonable prices for their items. Exaggerated prices which ignore market realities would be detrimental to the seller and potential buyers and damage the Delcampe site.

Delcampe reserves the right to close a sale in the event of non-compliance with this provision.

5.3.8 Purchase/sale contract terms and conditions

It is absolutely imperative that the seller stipulate the terms and conditions of the purchase/sale contract before approving the sale of an item.

The terms and conditions can be provided in three different ways. By order of preference:

- By filling in the general terms and conditions of sale in the seller's account parameters
- By writing the general terms and conditions in a message visible on each of the seller's item description pages. The message can be updated in the seller's account parameters
- By adding the general terms and conditions to the description of each item

5.3.9 Excessive item listings

The Delcampe website provides quick, high-performance sales tools. In addition to the classic sales form, Delcampe Lister, the API system and the easyUploader system are also available.

These sales tools must be used in moderation. In order to avoid abuse, an item (same title, same images, same description) can only be sold by the same person once every three months.

The site provides an automatic sales renewal tool which ensures that items do not have to be listed again for sale manually.

All sales renewals, whether excessive or not, are at the discretion of Customer Service.

5.4 During the sale

Sellers decide how long they want an item to be listed for sale on the Delcampe website.

Sellers are entitled to modify the description or to close the sale with immediate effect as long as an offer has not been made on the item.

Sellers can also close the sale early if they receive one or more offers for the item. In this case, a 24-hour delay is required to allow for any potential higher bids.

5.5 End of sale

5.5.1 Close date and time

Auctions usually last until the closing time indicated. Sellers can, however, close a sale early for legitimate reasons.

In addition, when listing an item for sale, the seller has the option of adding a last-minute extension. This option extends the auction if a bid is made during the last minute of the sale and automatically pushes back the close by a minute from the time the last bid is received. Every additional bid will push back the close until no more bids are received for a full minute.

5.5.2 If the item is bought

If one or more offers have been submitted by the time the sale closes, the sales/purchase contract will be concluded between the seller and the member who made the highest bid (the buyer).

The contract implies a commitment by the seller to the buyer to:

- Contact the buyer within seven days of the end of the sale
- Ensure the item sold is available for the buyer for a minimum period of seven days following this contact
- Provide the item, before or after payment, in accordance with the terms and conditions agreed, in the condition described, via the delivery method agreed, to the postal address listed by the buyer on their Delcampe account at the time of purchase (if the buyer uses a payment organisation which provides a guarantee, see Article 16.7). Items must be sent within maximum 14 days of receipt of payment.
- Answer any messages sent by the buyer or Delcampe within seven days

5.5.3 If the item isn't bought

If the seller did not receive any bids for the item by the time the sale closes, the sale will be ended and the item will no longer appear in the Delcampe lists. The seller can leave the sale as is or restart it.

At the time the item is put up for sale, the seller can also request automatic renewal for a pre-agreed period of time following an inconclusive sale.

5.6 Advertising on Delcampe

5.6.1 Advertising targeted by category

Advertisers can include adverts on pages in specific categories.

5.6.1.1 Display formats

This service is entirely managed by Delcampe. Adverts are subject to approval by the Delcampe Team.

Inserts must be in one of the two following formats:

- Text adverts: must have a title of 20 characters maximum and a subtitle of 180 characters maximum
- Graphical advertising: .jpg or .png format, 230x165px and weighing maximum 1 MB

The advertiser is responsible for:

- The image or text they submit
- The conformity and legality of the website accessed via the link they provide

5.6.1.2 Procedure

For optimal targeting, advertising must be displayed on Delcampe sites based on the language in which they are written.

Three advertising inserts are displayed simultaneously by category page, using an advert rotation system.

The advertiser selects the category or categories in which they want the adverts to be displayed. If more than three advertisers select the same category, the adverts will be displayed in rotation.

Delcampe reserves the right to display adverts free of charge in additional categories related to the category selected.

5.6.1.3 Subscription

This service operates on the basis of a monthly subscription. Prices are available at https://www.delcampe.net/en_GB/rates.html .

The subscription will be tacitly renewed each month until the advertiser deactivates it. The advert will then be removed without a refund for the month in progress. Later reactivation will initiate a new invoicing cycle.

The first month will be billed pro rata the number of days the advert is displayed online following approval. For example, a member submits an advert on the 20th of the month. It is approved and published online on the 25th. The member will only pay for the days the advert was viewable, i.e. from the 25th until the end of the month.
Advertisers will not receive any compensation in the event of problems with the Delcampe site.

5.7 Promotion by Delcampe

Delcampe reserves the right to promote items put up for sale via various internal channels (for example, blog.delcampe.net, www.nostagora.com and magazine articles) or channels outside the company (for example, Google shopping or Verbolia services).

6 Buying on Delcampe

6.1 General

Members registered with the website can make an offer on any item listed for sale.

If the seller of an item has blacklisted a member, they will not be allowed to submit offers for that item.

6.2 Buyer ethics

Buyers agree:

- To assume full responsibility for the legality of any items purchased
- Not to distort supply and demand by entering artificial bids solely intended to increase the price of the item being sold
- Not to encourage sales which bypass the Delcampe site. Contacting a seller to ask them to withdraw an item for sale in order to buy it privately deprives the Delcampe website of the commissions it needs to continue operating

6.2.1 When submitting a bid

Members commit to honouring the bids they make for items. The bid means that they accept the terms and conditions of sale of the item (description, image(s), payment method, delivery method, fees, etc.). The offer is effective immediately after confirmation by the buyer.

6.2.2 During the sale

Members who enter a higher bid understand that their offer is a commitment on their part and that it cannot be withdrawn.

However, it is also agreed that mistakes can be made and that an offer can be withdrawn under exceptional circumstances. A bid can only be withdrawn via the system in place within 24 hours after the offer was made and if no other bids were made in the meantime. In addition, in order to prevent abuse, members can only withdraw up to five offers every 30 days.

6.2.3 After the sale closes

As soon as a sale is closed, the purchase/sale contract is deemed to be final between the lead bidder, who becomes the buyer, and the seller, in accordance with the terms and conditions stated by the latter beforehand.

The contract is a commitment by the buyer to the seller which requires that they:

- Pay the amount due to the seller, as agreed on the item presentation page. The amount due is the final price of the item plus any potential sales and/or delivery fees, as long as they were stated by the seller before the bid was made.

- Answer any messages sent by the seller and/or Delcampe within seven days

The purchase/sale contract entitles the buyer to demand that the seller meet their obligations.

6.3 Completion of the sale

The two contracting parties are required to contact each other after the close of the auction.

Delcampe will provide the buyer's personal information to the seller and vice versa for this purpose. The personal information can only be used to complete the sales transaction, in particular, delivery of the item sold to the buyer's correct address (if the buyer uses a payment organisation which provides a guarantee, see Article 16.7).

The seller will normally initiate contact with the buyer. If neither of the parties responds after several attempts (at least two attempts in writing) within seven days after the close of the sale, the seller will be entitled to cancel the sales contract.

6.4 Authorised payment methods

Each seller selects their authorised payment methods from the following options:

- Delcampe Pay (including Visa, MasterCard, direct debit, transfer, Carte Bleue, Maestro, Bancontact, iDeal, Giropay and Sofort)
- PayPal
- Credit card on the seller's retail website
- Bank transfer
- National cheque
- Cash

All other payment methods external to the website are forbidden (notably Transferwise, Western Union, etc.).

6.5 Forbidden items

Buyers who acquire items which are forbidden for sale (as defined in point 5.1.2) before they are withdrawn from the website by Delcampe may have their account suspended or closed at Delcampe's sole discretion. These items consist primarily of those with a sexual connotation involving children, minors or persons who may be minors.

7 Cancellation of a purchase or sale

7.1 General

Both buyer and seller automatically approve the purchase/sale contract when the sale is closed. The terms and conditions of the contract must be defined by the seller before the sale is closed.

The contract cannot be cancelled, unless agreed by both parties or if one of the parties does not meet their obligations. In this case, the other party is entitled to cancel the contract by sending a written notification and to provide a feedback of the party that has not met its obligations. On the other hand, the party which hasn't met one or more of the clauses of the contract loses their right to rate the other party lower than 50%.

A written agreement is required if both parties want to modify the contract terms and conditions after the completion of the sale. The modifications will not affect the commission owed to Delcampe by the seller. The commission is due as soon as the initial sales contract is agreed.

7.2 Cancellation of the contract by the seller

The seller is entitled to cancel the sales contract with the buyer and re-list their item for sale in the following situations:

- The buyer refuses to buy the item without giving a legitimate reason
- The buyer doesn't contact the seller within seven days of the close of the sale although the seller has tried to contact the buyer at least twice by email via the Delcampe website messaging service
- The buyer doesn't pay the purchase price within 14 days of receipt of the payment request or, if the seller has specifically provided for a longer payment period in the terms and conditions of sale, by the seller's extended deadline
- The seller and the buyer agreed to meet in person for delivery, but the buyer didn't show up. The seller then tried unsuccessfully to contact the buyer by email or by telephone

Delcampe will warn the buyer when one of the above events occurs for the first time. If it occurs repeatedly, the buyer's account can be suspended or closed.

If the transaction could not be finalised, the seller can submit a report to Delcampe which, after approval, will deduct the commission due on the transaction.

7.3 Cancellation of the contract by the buyer

The buyer is entitled to withdraw from the sales contract with the seller in the following situations:

Non-delivery of the item purchased:

- The seller refuses to sell the item without giving a legitimate reason

- The seller didn't contact the buyer or send the payment request at least seven days after the close of the sale although the buyer tried at least twice to get in touch with the seller via Delcampe's messaging service
- The seller didn’t ship the item within 14 days after receiving the payment or, if a shorter delivery time was listed in the general terms and conditions of sale, by the shorter deadline
- The seller and buyer agreed to meet in person for delivery of the item, but the seller didn’t show up. The buyer then tried unsuccessfully to contact the seller by email or by telephone
- The seller tried to modify their payment terms and conditions or the delivery fees after the sale was closed

Delcampe will warn the seller when any of the situations above occur for the first time. If any of the above situations occurs repeatedly (at the discretion of the Delcampe Team based on the frequency and severity of the case), the account may be suspended or closed.

In addition, all professional sellers must comply with the legislation in effect. Additional information on this topic is available at
http://europa.eu/youreurope/citizens/consumers/shopping/shipping-delivery/index_en.htm

The item purchased is not satisfactory

- If the seller is a professional dealer or an individual who has activated the “Guarantee: money back if not satisfied” option in their shop's terms and conditions of sale: the buyer legally has 14 days, as of the day on which the item was received, to send the item back to the seller and request reimbursement without having to provide a reason. The return fees are the seller’s responsibility, unless otherwise stated in the terms and conditions of sale prior to the sale.
- If the seller is a private seller, a refund can only be requested if the seller made an obvious error in the item description

If the item is defective or doesn't match the description:

All professional sellers must comply with the legislation in effect. Additional information on this topic is available at
http://europa.eu/youreurope/citizens/consumers/shopping/guarantees-returns/index_en.htm

8 Communication and relations on the website

8.1 General

Delcampe is a user-friendly, open and secure website.

To ensure that it remains so, all members commit to act respectfully toward Delcampe, other website members and anyone offering services to Delcampe.

The following are deemed to demonstrate a lack of respect:

- Insults, threats, blackmail, aggression and mockery
- Any uncalled for and/or repeated offensive comments
- Any voluntary and baseless attempts to ruin another member's reputation
- Any swindles based on misleading information and/or fake or truncated images

Any breach of the principle of mutual respect will entitle Delcampe to take measures against the perpetrator as provided for in the present general terms and conditions.

8.2 Private communications

8.2.1 Delcampe messaging service

Delcampe provides its members with an internal messaging service that facilitates communication between them. Messages sent or received via this service are available from the member's account and a copy of each message is sent to the addressee by email.

Messages exchanged between members or between members and Delcampe are private and confidential. Only the addressee and the sender are authorised to read the content.

Nevertheless, exceptionally, all messages exchanged between two members can be read by Delcampe to ensure that the present general terms and conditions are being met by the email's author. Delcampe has a duty to ensure the confidentiality of the information exchanged and does not keep a written record of it unless there has been a breach of these general terms and conditions.

Messages sent via the Delcampe messaging service must comply with the following rules:

- They may not contain any insults or defamatory statements which could prejudice another person's moral integrity or privacy
- They may not contain any solicitations for the sale, purchase or exchange of one or more items, whether listed on Delcampe or not, to avoid paying commissions for the services provided by Delcampe
- They may not contain any personal and/or confidential information about a third-party member

- They may not contain adverts for any other commercial websites
- They may not contain messages intended to bypass these general terms and conditions
- Not to denigrate members, Delcampe moderators, members of the Delcampe staff, Delcampe itself or its commercial activities.
- Not to make any threats whatsoever towards a member, Delcampe or any of its employees.

Note that messages are stored for a month, unless the addressee or sender archives them earlier.

These rules also apply when the contact form providing members with access to the Delcampe Customer Service department is used.

Non-compliance with these rules may lead to the immediate termination of the user's account.

8.2.2 Direct communication (e-mail, telephone, fax, in person, etc.)

- Given that these exchanges do not transit through its services, Delcampe does not have to know their content
- However, for personal ethical reasons, it is important to comply with the rules governing the Delcampe messaging service described above
- Although direct communication is possible, it is recommended that the Delcampe messaging service be used whenever possible. The system ensures tracking of the messages exchanged and can help prevent disputes caused by communication problems

8.3 Public messages

Unlike private communications, public messages can be read by all users. Examples of public messages include sales descriptions, messages to other members, questions, answers, feedbacks, threads on the forum, etc.

Public messages are subject to the same rules as private messages and are more closely scrutinised. Postal addresses, telephone numbers and email addresses are not allowed in them.

In any event, members are fully liable for their messages and their content.

8.3.1 The forum

This space is provided for members to share their experiences. They can take part, contribute to discussions on ongoing topics or start up new threads.

A number of rules must be followed to ensure that the forum is always welcoming for everyone. The following is a non-exhaustive list.

The following is prohibited:

- Abusive, offensive, racist or discriminatory messages and messages which invade the privacy of others
- Defamatory, forbidden or obscene information and documents and all other types of illegal documents or information
- Incitements to violence (physical or verbal)
- Attacks on website members, regardless if they are active on the forum or not and regardless if they can be identified or not
- Obscenities and slander
- Topics unrelated to the one selected for the discussion
- Advertising or promotional messages (except with the prior approval of Delcampe)
- Messages which infringe on copyright and/or privacy
- "Crossposting" (adding the same message several times to different forums)
- The denigration of members, Delcampe moderators, members of the Delcampe staff, Delcampe itself or its commercial activities

Members should also note the following:

- Message writers are solely responsible for the opinions expressed
- Always be polite, courteous and respectful of other members
- Behave as if your interlocutors were in your presence
- Think before sending a message. Your writing should not exceed your thoughts
- Avoid easy criticism and try to help and advise other members
- Humour and irony are powerful weapons: be aware of the feelings of other members
- Use capital letters in moderation. They give readers the impression that YOU ARE SHOUTING!
- Every discussion space is intended for a specific topic. Please stay on topic. The "Say it With a Smile" forum is for miscellaneous discussions that don't fit a specific category

Delcampe is committed to taking immediate action to prevent access by criminal messages or messages that breach these rules should we notice them or be informed of them by a legal authority. We will do so without notice or explanation.

Any breach of the principles of law and of mutual respect will entitle Delcampe to take measures against the perpetrator as provided for in these general terms and conditions.

8.3.2 Images

Users agree not to show images which may shock viewers or contravene public decency. In any event, users are liable for the photos, images and illustrations they publish on the website.

8.3.3 Advertising

Only the following are allowed in descriptions, member messages and the “web page” space:

- Links to personal websites members create themselves, which are not commercial in nature and the majority of the content of which is not advertising
- The brand names of professional members and their registration numbers

On the forum, links are only allowed to personal websites:

- Which do not have a commercial purpose

- Which are within the scope of a discussion in progress
- The contents of which do not consist primarily of adverts

8.4 Using the blacklist

All members have access to the “blacklist” service. It is accessible via the “My Delcampe” interface and consists of two parts:

- “Members I don’t accept”: the nicknames in this list lose their right to submit bids for items offered by the member in question and to ask them questions publicly. They do, however, retain the right to contact them privately or via the Delcampe messaging service

- “Members who do not accept me”: the nicknames on this list have deprived the member in question of their right to submit bids for the items they are offering for sale and to ask questions publicly. The member in question does, however, retain the right to contact them privately or via the Delcampe messaging service

8.5 Relations outside of Delcampe

These general terms and conditions apply primarily to relations on the website.

Relations between members outside of this context, whether to conclude a purchase/sale contract following a sale on Delcampe, or any other external relationship, are not within the purview of these general terms and conditions.

However, by derogation, when member A shows lack of respect for member B outside of the website on a topic directly involving member B’s activities on Delcampe, Delcampe will be entitled to take action against member A as provided for in these general terms and conditions.

Likewise, Delcampe is entitled to take action against the author(s) of any unsolicited advertising (spam) involving Delcampe via public forums or mass emails.

9 The feedback system

9.1 Overview

Any member who has concluded a purchase/sale contract and met their obligations is entitled to rate the other party. The member states whether or not they feel the other part has met their obligations.

Feedbacks range from 0 to 100% with intermediate feedbacks of 25, 50 and 75%. A 0% feedback means that none of the clauses of the contract were met and 100% means that they were met in full.

A “neutral” feedback is also possible. This feedback will not impact the percentage of the member rated, but a comment can be left about the transaction.

The system enables members to build their reputation based on completed transactions. The feedbacks are available to members who want to carry out transactions with the member in question. A high feedback rate provides a guarantee for other members.

Delcampe is not involved in writing the feedbacks. It is, therefore, not responsible for their content.

9.2 Characteristics

Comments can be added to all feedbacks. They must simply describe the reasons for which the feedback is being given. The contents of the comment is a public message and, therefore, subject to the rules governing public messages listed in these general terms and conditions.

A feedback can only be changed up to maximum 60 days after a sale closes, without having to provide a reason other than in the associated comment. It can only be changed to a higher rating or to a "Comment only”.

Negative feedbacks must be explained by objective comments. In the event of a dispute between the parties, Delcampe will decide on the soundness of the feedback at its discretion. Negative feedbacks which do not include a valid and reasonable explanation can be removed without notice.

It is forbidden to leave misleading feedbacks or to manipulate the feedback system for personal gain, notably by using several user names.

Members who receive a feedback from another member are not required to provide a feedback in return. However, it is highly recommended that they do so to ensure fairness and mutual respect.

9.3 Usage

Feedbacks are normally exchanged by the seller and the buyer at the time the transaction is completed. That is, when payment and receipt of the item has been confirmed by the two parties. The first feedback can be given by either the buyer or the seller.

9.4 Abuse

Any abusive use of the feedbacks by a member to distort their profile or that of another member will entitle Delcampe to take measures against the offender as provided for in these general terms and conditions.

Delcampe reserves the right to contact members who have received several negative feedbacks to attempt to jointly resolve the issues which led to the negative feedbacks or to take action.

Delcampe reserves the right to suspend or close an account without notice if the account owner has received several negative feedbacks.

10 The role of Delcampe Moderators

Delcampe Moderators are volunteer members appointed by Delcampe. Their role is to ensure that these general terms and conditions are applied on the website.

Moderators have special access rights to the website, but cannot access the confidential personal data of other members.

10.1 Moderator rights:

10.1.1 Category Moderator rights

- Moving a sale to the right category or closing it in the event of a repeat offence
- Withdrawing sales which do not comply with these general terms and conditions
- Reminding sellers of their obligations under these general terms and conditions
- Taking occasional action at Delcampe's request to improve the website

10.1.2 Forum Moderator rights

- Moving messages posted in the wrong area
- Withdrawing messages which do not comply with these general terms and conditions and the Forum Charter

10.1.3 Moderator duties

- Moderators must know and comply with these general terms and conditions and the website and member ethics
- They must update their knowledge of the intent and instructions specific to their actions and take an active part in the moderator forum and online meetings (chats) organised by the Delcampe Team
- Moderators must follow up on their actions and recommendations. If necessary, they may ask Delcampe to suspend or close an account

Delcampe reserves the right to terminate moderator terms early and without notice if they abuse or violate these general terms and conditions.

11 Conflict resolution

11.1 Authority of the general terms and conditions

All conflicts will be analysed, decided on and resolved in accordance with these general terms and conditions. All actions and behaviour forbidden by these general terms and conditions will be considered when a complaint is brought against a member by another member or by Delcampe.

In the event of a dispute, the latest version of these general terms and conditions published on the website will take precedence, regardless of the nature of the dispute.

11.2 Dispute resolution service

11.2.1 Who to contact

Any member who feels that they have been wronged by another member can submit a complaint to Delcampe.

To do so, they can:

- Use the dispute manager to attempt to resolve the dispute
- Use the “Contact us” link on the website
- Or, send a letter by post to Delcampe

11.2.2 How to submit a complaint

Send a message containing the following information, at a minimum, to the dispute resolution service:

- The number of the sale or of the sales about which the party is filing the complaint
- The nickname of the member the complaint is being made about
- The nickname of the member submitting the complaint
- The reason for the complaint

11.2.3 How does the dispute resolution service work?

If necessary, Delcampe will contact the two parties to obtain their version of the facts. Delcampe will determine the responsibilities of each party and decide on the measures to be taken on the basis of these general terms and conditions.

If the dispute is related to a topic, behaviour of action which doesn’t comply with these general terms and conditions, Delcampe will decide on the measures to take to protect the interests of the website and its members.

Please note that in the case of non-delivery of an item after payment was received, Delcampe will not become involved in litigation about non-traced shipments.

Note also that in the case of non-payment for an item purchased, Delcampe will not become involved in litigation about payments made by cheque.

11.2.4 Measures

If one or more of the rules of these general terms and conditions are not met, Delcampe reserves the right to suspend or close the member's account without notice or compensation and/or to forbid access to all or part of its services without prejudice to Delcampe's right to claim damages. The member must comply with the decisions made by Delcampe and may not appeal them.

In addition, it is agreed that the cancellation of one or more sales will not result in a refund of any related selling fees.

Other measures applicable in the event of a breach of these terms and conditions:

- Cancellation of feedbacks given and received
- Cancellation of sales
- Cancellation of bids
- Deletion of public messages
- Deletion of private messages
- Deletion of messages posted on the forum
- Deletion of images
- Suspension or definitive closing of accounts

This is a non-exhaustive list and other measures may be taken to prevent any behaviour or actions that could interfere with the appeal, sustainability or security of the Delcampe website and its members' safety.

11.2.5 European online dispute resolution platform (CELEX 32013R0524)

The European Commission provides an online dispute resolution platform which is accessible at https://webgate.ec.europa.eu/odr

12 Compliance with intellectual and commercial property rights

12.1 Intellectual property rights of Delcampe and third-party companies

The website and services contain text and images which are the exclusive property of Delcampe. These items are protected by copyright and by intellectual property rights worldwide (hereinafter “Intellectual Property Rights”).

The Intellectual Property Rights are provided to users free of charge for the sole use of the website and of the services and as part of the normal use of their functionality.

The authorisation to use the Intellectual Property Rights is personal, non-exclusive and non-transferable. Delcampe can revoke the authorisation to use the Intellectual Property Rights at any time.

Any use of any kind whatsoever must receive prior written authorisation from Delcampe.

In the event of improper or abusive use of the Intellectual Property Rights, Delcampe reserves the right to put an end to the prejudice caused to its intellectual property rights by all legal means.

Violations may result in civil and/or criminal action.

Delcampe reserves the right to provide Users with third-party software and/or Internet sites.

Users acknowledge that they must unconditionally accept the general terms and conditions of the software or Internet sites in order to access them.

In addition, users acknowledge that Delcampe does not provide any guarantees with respect to the use of the software and Internet sites, including with respect to the potential appearance of viruses or malware following their download.

Delcampe cannot not under any circumstances be held liable for requests of any type directly or indirectly related to the software and/or the Internet sites.

12.2 Intellectual property of users and third parties

All text appearing on the media provided by the website is the sole responsibility of the author, excluding any issues caused by a technical problem on the website.

Except by specific, legal authorisation, the website cannot contain registered text subject to copyright or of an advertising nature which does not involve the Delcampe website.

Delcampe can use messages posted on the forum as the basis for articles without the prior approval of members being necessary. In this case, the nicknames of the members who posted on the forum will not be mentioned to protect their anonymity, unless they expressly agree otherwise following a Delcampe request.

13 Fraud prevention

Any use of the website for fraudulent purposes is strictly forbidden and punishable by law. To prevent fraud, it is important to note the following:

- Profiles provide a picture of each member's history on the site. Members who have a number of negative feedbacks should raise a warning flag. It is very important not to make significant purchases with new sellers or sellers with poor feedbacks without first obtaining the necessary guarantees

- Members receive a confirmation email after winning an auction or buying an item at a fixed price. The seller's contact information is included in the message, among other things. When subsequent messages are received about the same transaction, buyers should check that the seller is the same as the one listed in the email sent by Delcampe

14 Protection of privacy

14.1 Delcampe confidentiality statement

Delcampe commits to protecting the personal data of its website users. It has therefore implemented organisational and technical security measures to prevent their loss, misappropriation or modification, in application of the European regulation which came into effect on 25 May 2018 (European Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, more commonly known as the GDPR).

The use of Delcampe websites and services implies acceptance by users of the processing of their data as described in the articles of point 14 below.

This confidentiality policy is valid for all of the pages hosted on the website and for the website's registrations, as well as for all of the company's pages managed by Delcampe on social networks. The latter has joint responsibility with the social network for the processing of the personal data of visitors to the page. It is not valid for pages hosted by third parties to which Delcampe may link to and whose privacy policies may be different. Delcampe cannot, therefore, be held liable for any data processed on those websites or by them.

14.2 Data stored

Most of the data collected by Delcampe is used to provide members access to its services. The data members supply enables them to contact each other about items of interest, conduct their purchases and sales, and access certain paying services (i.e. postal verification, Club+ membership).

14.2.1 Data provided by users of the Delcampe websites

14.2.1.1 Data collected at website registration time

Members are required to provide information when they register. Some is required to access Delcampe services, other information is not. The required data is clearly indicated on the registration form. Delcampe does not collect any sensitive data.

The required data consists of:

- Title
- Last and first name
- Mailing address
- Email
- Language
- Date of birth

14.2.1.2 Data collected during the use of the website and of services provided by Delcampe

Once registered, members are able to add non-compulsory information to their profile (description and photo, telephone number, collecting areas of interest, etc.).

Other data will have to be input in order to access certain services. For example, to sell on the website, you must provide, inter alia, information about the payment methods you will offer your future buyers.

Members may also provide information when they contact the Customer Service department via an online form (see point 14.2.1.7).

14.2.1.3 Message centre and forum data

See Article 8 for more information on these points.

14.2.1.4 Data collected for transaction security

Proof of identity may be requested from members for the use of certain services (i.e. postal verification, use of Mangopay) or in the event of suspected fraud or breach.

14.2.1.5 Data collected for information and marketing purposes

When members provide their express consent, Delcampe will use certain personal information (identification, leisure activities and interests, etc.) to send them important information about the services offered by Delcampe (new functionality, security, etc.) as well as personalised advertising.

14.2.1.6 Data collected via survey forms

Delcampe occasionally conducts surveys with its members to improve the quality of its website and of its services. The surveys are not compulsory and members are asked to provide their express consent.

14.2.1.7 Data collected via contact forms

Delcampe provides the users of its websites with forms to contact its Customer Service (assistance or information requests) and Sales Department (advertising requests, catalogue publishing, partnerships, etc.). Specific forms are also provided to collect improvement and category suggestions.

Depending on the type of form used, the data collected can include the last name, first name, nickname and email address of the user and any information they deem useful to provide in the content of their message and/or of any attached files.

The user must ensure that they send only the information which is strictly necessary for their request and, in particular, no sensitive data.

14.2.2 Data collected automatically

Some data may be collected automatically by the Delcampe servers during website use. These are non-personal data including browsing information (IP address, browser type and operating system used, website access date and time, pages viewed, etc.).

14.2.2.1 Transaction-related data

Transaction-related data are stored on Delcampe's servers (purchase and sales history, payment information, etc.).

14.2.2.2 Data stored to ensure transaction security

The following data may be collected for each action on the website in order to be able to determine the guilty party in the event of fraud:

- IP address
- Internet provider

14.2.2.3 Data stored to improve website use

When members visit the website, some information may be stored for the duration of the visit to facilitate and improve browsing.

The only personal information stored when a session is opened is the member's nickname. The other data stored are parameters including the time zone, currency, display preferences, type of browser used, etc.

14.2.2.4 Data stored for statistics

The following information may be stored to make the website more attractive and facilitate browsing:

- Type of browser used (programme, version, language, etc.)
- Operating system used
- Device type (mobile, tablet or desktop)
- Screen resolution and number of colours

These non-personal data may be stored in our database or that of the Delcampe partner managing statistics.

14.3 Data stored on the user's machine (cookie policy)

14.3.1 What is a cookie?

In order to avoid having members enter their nickname every time they visit our website, a cookie (small file) is stored on members' personal computers. The cookie can also store other non-personal data to facilitate use of the website (e.g. preferred list display formats, comfort mode selected or not, etc.).

Members can also expressly request a change via their account parameters to have their encrypted password stored on their machine. However, this should be avoided if the machine is used by other people.

Delcampe also uses cookies to facilitate browsing by users who are not connected to the website. They remember the parameters used from page to page including the display language and currency used.

14.3.2 Which cookies are used on our site and why?

We use different types of cookies for different reasons.

14.3.2.1 Required cookies (absolutely necessary)

These cookies are required to navigate our website or are absolutely necessary to provide services expressly requested by users.

Removal of this type of cookie can result in browsing difficulties and is therefore not recommended.

14.3.2.2 Preference (performance) cookies

These cookies collect information about your choices and preferences and make browsing more pleasant and personalised.
The cookies memorise the language you selected the first time you visited the website in order to personalise it.

14.3.2.3 Analytical cookies (statistics)

These cookies are used to collect information about website use in order to improve its content, to make it better suited to your needs and to increase its ease-of-use.
For example, the cookies show us the most visited website pages and help to identify any difficulties encountered during browsing.

14.3.2.4 Third-party/share cookies (social networks)

These cookies enable sharing of website content with other people via social networks. Certain share buttons are included via third-party applications which implement this type of cookie. This is the case of the Facebook, LinkedIn, YouTube, Twitter, Instagram and Pinterest buttons.

Social networks providing a share button can identify users via the button even if they did not use it while viewing our website. We recommend that you review the privacy policy of the social networks on their respective websites to understand the use they make of the information collected thanks to their share buttons.

14.3.2.5 Third-party/advertising cookies

These cookies are used for marketing purposes, notably to post targeted advertising, conduct market surveys and assess the effectiveness of an advertising campaign.

14.3.3 How to configure cookies

You can easily delete, deactivate or accept the cookies on our website at any time by configuring your browser parameters.

Each browser (Explorer, Safari, Firefox, Google, Chrome, etc.) has its own cookie configuration method. To find out which procedure to follow for your navigator, go to: http://www.allaboutcookies.org/manage-cookies/.
If you use different computers, smartphones and/or tablets, don't forget to configure each device to ensure that they all reflect your cookie preferences.

14.3.4 Can our website function without activating cookies?

You can always view our website, but certain interactions may not function properly. For example, you will not be able to connect and have access to your favourites or your transaction information.

14.4 Data use

Delcampe only processes the personal data of its website users in the following cases:

- the user has agreed;
- the data are required to execute a contract to which the user has agreed by accepting these terms and conditions of use:
- to meet a legal obligation which Delcampe is subject to;
- when it is in its legitimate interest to process them, as long as they do not override the fundamental interests, freedoms and rights of users.

14.4.1 Access to services and assistance

The main purpose of using personal data is to provide access to services and assistance as described in Article 14.2.

14.4.2 Data collected to improve the quality of services and to develop new products

Delcampe listens to its customers and analyses the information received from different sources in order to offer services which best meet their needs.

In addition to satisfaction surveys carried out with consenting members, Delcampe uses the information stored in its databases (e.g. purchase and sales habits) and the traffic data provided by its partner managing statistics to conduct market analyses and generate user statistics.

Delcampe adjusts existing functionality based on the results or designs new products. Before offering them to users, Delcampe searches for any potential programming errors by checking the new developments in a test environment which mirrors Delcampe's database.

14.4.3 Data stored for historical purposes

Certain data, such as descriptions and images of items sold may be archived to create catalogues of collection items by year.

14.5 Data collected on behalf of Mangopay

Delcampe may collect the personal data of members on behalf of Mangopay when they activate their Delcampe Pay Account. This information is required to use and manage the Delcampe Pay Account and transactions and to ensure Mangopay’s compliance with its own general terms and conditions.

Members expressly acknowledge being aware of, having read, understood and accepted Mangopay's general terms and conditions and the reasons for which the latter collects the data and how they are processed.

For this purpose, members accept that their personal data collected will be provided to Mangopay suppliers and partners to enable it to meet its obligations.

However, Delcampe cannot be held liable for the processing of members' personal data by Mangopay under any circumstances.

Delcampe may provide Mangopay with members' personal information, particularly, their names, addresses and telephone numbers for the following purposes:

- To prevent, detect, limit and investigate any potentially illegal acts as part of the fight against money laundering and the financing of terrorism

- To reimburse a sale, if required, when payment was made by bank card or via one of the following networks: Visa, MasterCard and Carte Bleue

Mangopay will store the data in accordance with the periods defined in the legislation in effect.

14.6 Storage of data collected

14.6.1 Data collected by Delcampe

The period of time data collected is stored depends on the type of information received, the purpose of processing and the context in which it was collected.

For example, browsing data collected automatically are stored for a fairly short time which generally does not exceed one year. Messages sent via Delcampe's internal email system are deleted after one or four months depending on the type of message, while messages sent to Customer Service by email may be kept for several years.

Member identification data and transaction data are kept for as long as accounts are active and for up to 10 years after their closing, with the exception of data which may be archived for historical purposes.

14.6.2 Cookies

Cookies have a variable lifespan depending on their purpose. Some expire at the end of the browsing session, whereas others are automatically deleted by the browser based on the time limit defined by Delcampe on its servers.

Cookies can also be deleted by users before their expiration date.

14.7 Processing manager and data protection officer contact information

14.7.1 Processing manager

Delcampe International SRL
Rue de la Filature, 25
1480 Tubize
Belgium

Contact: https://www.delcampe.net/en_GB/contact

14.7.2 Data protection officer

The data protection officer can be contacted regarding all issues related to the processing of personal data and the exercise of personal rights in this respect.

Contact: dpo@delcampe.com

14.8 Emails

14.8.1 Emails sent to Delcampe

These emails can be stored and archived to enable optimal follow-up. In any event, Delcampe cannot be held liable for the content of its members' emails.

14.8.2 Emails sent by Delcampe

Emails may be sent during website use. Not all of them are essential to ensure the correct processing of transactions. Members can choose to end some of them via the personal data management interface provided by Delcampe.

Delcampe provides information to members periodically via its newsletters. They are only sent to members who explicitly request them when registering with the website or via the personal data management interface provided by Delcampe. Members who do not wish to receive them, agree that they are depriving themselves of an important source of information.

14.9 Right to access, change, correct and remove personal data

14.9.1 Principle

All members are entitled to access, change, correct and remove their personal data.

These rights can be exercised using the contact form available at: https://www.delcampe.net/en_GB/contact?_marketplace=collectables
When a user believes that their rights have not been respected, they are also entitled to submit a claim to a supervisory authority.

14.9.2 Obtaining personal data held by Delcampe

Delcampe will provide all of a member's personal data in its possession on their written request.

14.9.3 Change or deletion of data by users

Personal data can be changed or deleted via the personal data management interface provided by Delcampe.

In the event of an unfounded change to, or removal of, data required for registration, Delcampe reserves the right to refuse access to its services for security reasons.

14.9.4 Right to be forgotten, right to object, and limits on processing

Users can request that all or some of their data be deleted from Delcampe databases and those of the service providers with which Delcampe works, or that their use be limited to certain processes or temporarily.

In each of these cases, Delcampe will not be able to grant the request if it is required to retain the data to meet a legal obligation.

14.9.5 Right to withdraw consent

Consent given for the processing of personal data may be retracted at any time (e.g. deregistration from the newsletter).

14.10 Data dissemination

14.10.1 Across the website

- It is forbidden to collect and use any personal data displayed on the website for commercial or other purposes

- Members formally accept that all ratings given by other members about them are visible to all Delcampe site users. Publication of the ratings, which reflect the reliability and seriousness of members, is imperative to ensure optimal transaction security

- Delcampe will not disclose the following on the website: the name, address or any other personal information of a member without their express prior consent. This excludes professional dealers who are required to comply with European legislation

14.10.2 During transactions

- Unless a member expressly disagrees via the personal data management interface provided by Delcampe, their mailing address and telephone number may be provided by email to members with whom transactions are carried out. In any event, the following data are provided at that time: last name, first name and email address

- Members agree not to provide to third parties any confidential transaction information shared with them via the Delcampe website. Members also agree not to try to obtain confidential information via Delcampe or any of its other members.

14.10.3 Public messages (questions, ratings, forum, etc.)

Members are liable for the information provided in their public messages. Members are aware that they cannot disclose any personal or confidential information about third parties in them.

14.10.4 Outside of the website

- Delcampe protects its members' data and does not communicate them to third parties without first obtaining the consent of the members in question

- However, Delcampe is entitled to communicate information to third parties to comply with the laws and regulations in force and/or with judicial and administrative requests, in order to protect itself and its members and other persons. No challenges are possible in these cases

14.11 Location of data and subcontractors

Delcampe website data are stored on Delcampe servers within the European Union.

Delcampe uses subcontractors to provide all or part of the following services:

- website hosting and maintenance
- the development of some software
- commercial and assistance services
- usage measurement
- postal verification
- mass marketing communication (newsletters)
- sorting of requests for assistance sent to Customer Service (using a ticketing software programme)
- supply of the online payment system (via Mangopay).

In order to complete the assignments Delcampe entrusts to them, the service providers have access to certain personal member data. They are, however, not allowed to use them for other purposes or to disclose them. In addition, Delcampe only works with suppliers who have committed to implementing technical and organisational security measures to conform to the requirements of the European regulation on data protection.

With the exception of Zendesk, none of the suppliers process data outside of the European Economic Area.

Delcampe uses Zendesk's services to process member contact forms and satisfaction surveys. Zendesk is located in the United States, which complies with European regulations on data protection. Personal data are processed in compliance with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks.
https://www.privacyshield.gov/participant?id=a2zt0000000TOjeAAG&status=Active).

15 Linked websites

Delcampe cannot be held liable for the privacy policies or for the content of linked sites or of sites which link to Delcampe.

16 Scope of application of these general terms and conditions

16.1 General

These general terms and conditions are binding between the parties as of the date of registration of the member and every time they carry out an action via their account.

Registering, maintaining and using an account on the website is considered tacit acceptance of these general terms and conditions.

In the event of a violation, Delcampe reserves the right to take appropriate measures against members as provided for in these general terms and conditions.

16.2 Applicable law and prevailing version

These general terms and conditions of use are governed by the laws of Belgium, the country in which Delcampe International SRL has its registered office.

The French version takes precedence. Translations in other languages are provided for information only.

16.3 Persons subject to these general terms and conditions

- Delcampe International SRL, a legal entity, as the service provider on the Delcampe website
- All members, whether natural persons or legal entities, acting as seller, bidder, buyer or user of any of the website's services
- All users, as visitors to the website

16.4 Concept of virtual space

The members and users of the Delcampe website are aware of and accept that all of the people involved with the website do so in a virtual space and that certain rules applicable to the virtual space must be complied with.

All members acknowledge that messages sent by other members or by Delcampe may contain important information and commit to always reading them and to replying or responding to them in a suitable way.

All members who agree to these general terms and conditions waive application of Article 1341 of the Belgian Civil Code which requires that a written document be exchanged by the parties for all transactions exceeding a given amount.

Purchase and sales contracts agreed by members of the Delcampe website must comply with the rules in this document and, therefore, members waive their right to invoke any other regulations as proof.

16.5 Implications of using the website

Users acknowledge that:

- They have read, understood and accepted these general terms and conditions, as well as Mangopay's, which are an integral part of this document
- They have the legal authority required to give consent
- They intend to comply with these general terms and conditions of sale

It is agreed that only persons who have reached the legal age according to the laws in force in their country of origin, and who are at least 18 years old, are authorised to open an account on this website and to use it.

Likewise, only adults are allowed to buy or sell on the site.

16.6 Delcampe's role

Delcampe's role as an intermediary is to put people who want to buy/sell in contact with each other. Delcampe does not set up or carry out auction sales or fixed price sales.

Within the scope of its services, Delcampe uses the auction and fixed-price sales methods to determine the price and buyer of an item, as well as the date on which the contract of purchase and sale was agreed. Delcampe never awards or intervenes in the purchase/sale contract between buyer and seller which is concluded by mutual agreement by them.

Delcampe is not contracted by sellers to sell or negotiate items. Delcampe provides sellers with technology that enables them to put their items up for sale. The technology enables:

- The online display of each item and its description on the website
- Putting the seller in contact, via the website and their email address, with the buyer or any other member requesting contact
- Reading and answering public questions about an item

Delcampe is not contracted by buyers to purchase or negotiate items.

Delcampe provides buyers with technology that enables them to purchase items. The technology enables:

- Putting the buyer in contact, via the website and their email address, with the seller of an item
- The supply of technical resources to use the following services:
- Item searches by criteria and category
    - Viewing of items for sale
    - Viewing of the public access pages of its website

Delcampe provides all members with the technical resources needed for the following services:

- Receiving and sending messages via an email system internal to the website. Addressees and senders consist of website members only
- The option to ask public questions about an item and to respond to questions
- Participation in the forums and other services

Delcampe is not required to contact members at the request of another member, although it may exceptionally agree to do so.

16.7 Disclaimer

By using the website, users and members indemnify and hold harmless Delcampe regarding all financial relations, whether contractual or not, sales, purchases and services provided.

Given that Delcampe's role consists exclusively of providing the means for members, sellers and buyers, to contact each other, it cannot be held liable for actions taken by website members, regardless if they are criminal or not. All disputes must be resolved between the parties involved, that is, by the members themselves.

Delcampe only commits to fulfilling an obligation of means that consists in putting sellers and interested buyers in touch via its Internet site. As a result, Delcampe cannot be held liable:

- For any failure in the organisation or operation of the Internet and/or of the server responsible for providing the Delcampe website, whether temporary or permanent

- If no buyers show interest in an item listed for sale on Delcampe

Delcampe has no control over risks related to transactions between persons who do not know each other. Members may provide incorrect information or do something forbidden, illegal or otherwise which violates member obligations. Neither Delcampe nor its representatives nor its employees can be held liable for the contractual relations resulting from a sale on its website.

Likewise, Delcampe cannot be held liable for the following events:

- The insolvency of a buyer or their failure to make payment
- A visible or hidden defect in the item delivered and/or the poor quality of an item
- The illegal provenance of the item sold or objects which violate the laws on intellectual property
- Undelivered items, incomplete or defective deliveries
- Incorrect description of the item sold
- An item which does not operate correctly or is dangerous
- Other material or immaterial defects in the item sold, regardless of their nature
- Fraudulent or deceitful behaviour by members

Delcampe assumes no responsibility for any damages incurred by members or by third parties as a result of the behaviour of other members.

Delcampe is not a producer, importer or supplier as meant by the Law of 25 February 1991 on liability for defective products.

Should the authorities be entitled to request it, Delcampe can make available all information about each member and every action carried out on the website.

Delcampe cannot be held liable in the event of the non-delivery of an item sold on the website. This issue must be resolved by the seller and the buyer.

The seller must ship the items to the address provided by the buyer on the Delcampe website. It is up to the buyer to change their account address if required.

Buyers must ensure that their address corresponds to the address provided to the payment organisation if they have a guarantee provided by the organisation, otherwise, they will be responsible for any consequences of the mismatch.

16.8 Transfer of ownership mechanism

This mechanism initiates a financial transaction and the delivery of the specified item between the users involved in the transaction and excludes any involvement by Delcampe.

The different stages of the mechanism are as follows:

- When the buyer has clearly manifested their firm intent to purchase the item offered and they have received confirmation from the seller, they must send payment to the latter (by cheque, transfer, credit card, etc.). Unless otherwise agreed by the parties, or in the event of force majeure, payment must be made within 14 days at the most and the buyer must be able to provide irrefutable proof of the payment. As a result, it not advisable to send the payment in cash by post.

- Once the seller receives the money for the item sold, they must ship the item to the buyer under their own liability. It is therefore agreed that the delivery and transfer of the item from the seller to the buyer is the sole responsibility of the seller. Unless expressly agreed otherwise by the parties, or in the event of force majeure, the delivery must be made within 14 days, at the most, after the receipt of payment.

The transfer of ownership of the item, by derogation to the common law in effect in Belgium (Articles 1138 and 1583 of the Civil Code), is effective as of the time the payment is received by the seller and the item is received by the buyer.

17 Changes to the general terms and conditions

These general terms and conditions set the basic rules from the time of website creation and for an indefinite period of time.

In order to keep abreast of changes to the website, its members and the Internet, the clauses of these general terms and conditions can be modified at any time (simplified, added to or further detailed), deleted or new ones can be added.

These amendments are not, however, applied prior to the expiration of a reasonable notice period proportional to the type and extent of the changes. The notice period will never be less than 15 days as of the date of notification and will be extended when technical or commercial adjustments must be made by the professional members in order to comply with the changes. Amendments take effect on their publication on the website and for an indefinite period of time.

Members are entitled to stop using the website services at any time in line with the procedures defined in point 3.5. As a result, they can close their account on receipt of the notification of a change to these terms and conditions without having to wait until they take effect.

The members of the website are required to read and accept these general terms and conditions and any of the amendments to them when they are published. Maintaining an active registration on the website and using its services are considered tacit acceptance of these general terms and conditions and of any amendments.

In the event that a member refuses to accept one of the rules of these general terms and conditions or one of its amendments, they will no longer be allowed to use the website. Delcampe reserves the right to refuse access to its services at that time without notice or compensation.

18 Jurisdiction and applicable law

Excluding the cases described in Article 14 para 1 of Regulation (EU) 2019/1150 of 20 June 2019, all disputes and litigation will be of the sole jurisdiction of the courts of Nivelles.

However, Delcampe reserves the right to bring any dispute before the courts of the member’s place of domicile.

Unless mandatory protective provisions are applicable, and except for the cases defined in Article 14 para 1 of Regulation (EU) 2019/1150 of 20 June 2019, these general terms and conditions are governed by Belgian law.

19 Contact and legal information

Contact: Sébastien Delcampe, CEO

VAT number: BE 0875 177 055
Account number: BE38 3631 8432 2672

Delcampe can be contacted by:

Post at its registered office:

Delcampe International SRL
Rue de la Filature, 25
1480 Tubize
Belgium

Email address: en@delcampe-support.com

Via the contact form on the website: https://www.delcampe.net/en_GB/contact

19.1 Single point of contact for the authorities under the Digital Services Act

Delcampe has implemented a single point of contact for the national and European authorities within the framework of the legislation on digital services.

If you are the representative (or the authorised third party or civil servant in charge) of a national or European authority and you want to submit an injunction to Delcampe to take action against illicit content or an injunction to supply information, please use the following form exclusively: https://www.delcampe.net/en_GB/contact/authorities

Warning: the injunctions and any text attachments will only be accepted if they are written in French or in English. Requests issued in other languages will not be processed.

For more information, please visit the help page at: https://www.delcampe-support.com/hc/en-gb/articles/4408761641362